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ATOMIC ENERGY

Management of Radioactive Wastes

Agreement Between the
UNITED STATES OF AMERICA
and EURATOM

Signed at Brussels October 6, 1982

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NOTE BY THE DEPARTMENT OF STATE

Pursuant to Public Law 89-497, approved July 8, 1966 (80 Stat. 271; 1 U.S.C. 113)—

". . . the Treaties and Other International Acts Series issued under the authority of the Secretary of State shall be competent evidence . . . of the treaties, international agreements other than treaties, and proclamations by the President of such treaties and international agreements other than treaties, as the case may be, therein contained, in all the courts of law and equity and of maritime jurisdiction, and in all the tribunals and public offices of the United States, and of the several States, without any further proof or authentication thereof."

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EURATOM

Atomic Energy: Management of Radioactive Wastes

Agreement signed at Brussels October 6, 1982;
Entered into force October 6, 1982.

AGREEMENT FOR EXCHANGE OF INFORMATION CONCERNING A COOPERATIVE PROGRAM IN THE FIELD OF MANAGEMENT OF RADIOACTIVE WASTES BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY AND THE EUROPEAN ATOMIC ENERGY COMMUNITY

The Department of Energy of the United States of America, (DOE), and t
European Atomic Energy Community (EURATOM), acting through and repre
sented by the Commission of the European Communities, hereinafte
referred to as the Parties,

having a mutual interest in the development of radioactive waste mana
gement techniques;

recognizing the advantages of sharing information derived from thei
respective experience and capabilities;

noting the statutory authority of DOE to disseminate information relate
to nuclear energy and

desiring to engage in specific cooperative arrangements to exchange
broad range of information concerning radioactive waste management

have agreed as follows:

ARTICLE 1

The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a reasonably balanced exchange of information in the area of the management of radioactive wastes. The areas and forms of cooperation are listed under Articles 2 and 3 respectively.

ARTICLE 2

The areas of cooperation covered by this Agreement include (see attachment 1), but are not limited to:

1. Characterization of waste forms;
2. Disposal in geologic formations.

Other areas may be added by the Parties by mutual agreement in writing, pursuant to Article 14, paragraph 1, below.

ARTICLE 3

Cooperation in accordance with this Agreement may include, but is not limited to, the following forms:

1. Exchange of scientists, engineers and other specialists. Such exchanges of staff shall be in accordance with Article 9 of this Agreement.
2. Exchange of samples, materials, instruments and components for testing, as agreed in writing by the Parties.
3. Exchange, on a current basis, of scientific and technical information, and results and methods of research and development.
4. The organization of seminars and other meetings on specific agreed topics concerning waste management technologies in the areas listed

in Article 2, in a manner agreed by the Coordinators (Article 4).

5. Short visits by specialist teams or individuals to the research and development facilities of the other Party including in the case of EURATOM such facilities of the Member States which agree thereto. All visits and assignments to the laboratories or facilities of a research institute of a Member State shall require the prior written consent of such institute.

Other specific forms of cooperation may be added by the Parties by mutual agreement pursuant to Article 14, paragraph 1, below, in a writing that includes such matters as patents, exchange of equipment and information disclosure specific to the particular program or project.

ARTICLE 4

1. To supervise the execution of this Agreement, the Parties will name Coordinators. As deemed necessary the Coordinators shall meet to evaluate the status of cooperation under this Agreement. This evaluation shall include a comprehensive review of each Party's radioactive waste management program status plans, an assessment of the balance of exchanges in the various areas of cooperation listed in Article 2, and a consideration of measures required to correct any imbalances. In addition, the Coordinators shall consider and act on any major new proposals for cooperation. These meetings shall be held alternatively in the Community and in the United States.

2. Day to day management of the cooperation under this Agreement shall be carried out by correspondents designated by the Coordinators. The correspondents shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

ARTICLE 5

1. General.

Each Party shall make available to the other Party information which they have the right to disclose and which is either in their possession or available to them. The Parties support the widest possible dissemination of information provided or exchanged under this Agreement, subject to the need to protect proprietary information exchanged hereunder, and to the provisions of Article 7.

2. Definitions, procedures and use of proprietary information.

A. Definitions as used in this Agreement:

(i) The term "information" means scientific or technical data, results or methods of research and development, and any other information intended to be provided or exchanged under this Agreement.

(ii) The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential, and may only include such information which:

a) has been held in confidence by its owner;

b) is of a type which is customarily held in confidence by its owner;

c) has not been transmitted by the transmitting Party to other entities (including the receiving Party) except on the basis that it be held in confidence; and

d) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

B. Procedures and use of proprietary information

(i) A Party receiving proprietary information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains proprietary information shall be clearly marked with the following (or substantially similar) restrictive legend:

"This document contains proprietary information furnished in confidence under an Agreement dated 6th October 1982 between the United States Department of Energy and the European Atomic Energy Community and shall not be disseminated outside these organizations, their contractors, licensees and the concerned departments and agencies of the government of the U.S., of the European Atomic Energy Community (EURATOM) and of the Governments of the Member States of Euratom without the prior approval of the Coordinator of the transmitting Party. This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

(ii) Proprietary information received in confidence under this Agreement may be disseminated by the receiving Party to:

a) persons within the receiving Party, and other concerned Government departments and Government agencies of the receiving Party;

b) prime or subcontractors of the receiving Party located within the geographical limits of the receiving Party's country, for use only within the framework of their contracts with the receiving Party in work relating to the subject matter of the proprietary information;

provided that any proprietary information so disseminated shall be pursuant to an agreement of confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in sub-paragraph 2.B(i) above.

(iii) With the prior written consent of the Party providing proprietary information under this Agreement, the receiving Party may disseminate such proprietary information more widely than otherwise permitted in the foregoing subsection (ii). The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party will grant such approval to the extent permitted by its own policies, regulations and laws.

C. Each Party shall exercise its best efforts to ensure that pro-

prietary information received by it under this Agreement is controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.

D. Information arising from seminars and other meetings arranged under this Agreement and information arising from the attachments of staff and use of facilities shall be treated by the Parties according to the principles specified in this Article; provided, however, no proprietary information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such information places the recipient on notice as to the proprietary character of the information communicated.

E. Nothing contained in this Agreement shall preclude the use or dissemination of information received by a Party through arrangements other than those provided for under this Agreement.

ARTICLE 6

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the Transmitting Party, but the Transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third party.

ARTICLE 7

1. With respect to any invention or discovery conceived or first actually reduced to practice in the course of or under this Agreement:

a) If conceived or first actually reduced to practice by personnel of one Party (the Assigning Party) or its contractors while assigned to the other Party (Recipient Party) or its contractors in connection with exchanges of scientists, engineers and other specialists, the Receipient Party shall acquire all right, title and interest in and to any such invention or discovery in all countries subject to a non-exclusive, irrevocable, royalty-free license in all such countries to the Assigning Party, with the right of the Assigning Party to grant sublicenses, under any such invention or discovery and any patent application, patent or other protection relating thereto.

b) If conceived or first actually reduced to practice by a Party or its contractors as a direct result of employing information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to a grant to the other Party of a royalty-free, non-exclusive, irrevocable license, with the right of the other Party to grant sublicenses, in and to any such invention or discovery and any patent application, patent or other protection relating thereto, in all countries.

c) With regard to exchange of samples, materials, instruments, and components for testing, the Recipient Party shall have the same rights as the Recipient Party as set forth in paragraph a) above and the Assigning Party shall have the same rights as the Assigning Party as set forth in paragraph a) above.

2. Each Party shall, without prejudice to any rights of inventors or authors under the laws of its country, take all necessary steps to provide the cooperation from its inventors and authors required to carry out the provisions of Articles 7 and 8. None of the Parties shall assume the responsibility to pay awards or compensation required to be paid to the nationals of the other Party according to the laws of the country of that other Party.

ARTICLE 8

Copyrights of the Parties or of cooperating organizations and persons shall be accorded treatment consistent with internationally recognized standards of protection. As to copyrights on materials within the scope of paragraph 1 of Article 5 owned or controlled by a Party, that Party shall make efforts to grant to the other Party a license to reproduce copyrighted material.

ARTICLE 9

1. Whenever an exchange of staff is contemplated under this Agreement, each Party shall ensure that qualified staff are selected for attachment to the other Party.

2. Each such attachment of staff shall be the subject of a detailed separate attachment agreement between the Parties.

ARTICLE 10

The provisions of this Agreement shall not affect the rights or duties of the Parties hereto under other agreements or arrangements. This Agreement also in no way precludes commercial firms or other legally

constituted enterprises in each of the two countries from engaging in commercial dealings in accordance with the applicable laws of each country, nor does it preclude the Parties from engaging in activities with other governments or persons.

ARTICLE 11

Compensation for damages incurred during the implementation of this Agreement shall be in accordance with the applicable laws of the countries of the Parties.

ARTICLE 12

Cooperation under this Agreement shall be in accordance with laws of the respective countries and the regulations of the respective Parties. All questions related to the Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 13

The implementation of this Agreement will be subject to the availability of appropriated funds. Except when otherwise specifically agreed at the time, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.

ARTICLE 14

1. This Agreement shall enter into force upon signature and, subject to paragraph 2 of this Article, shall continue for a five (5)-year period, and may be amended or extended by mutual written agreement of

the Parties. This Agreement may be extended subject to agreement by the Parties following a review of accomplishments under the Agreement.

2. This Agreement may be terminated at any time at the discretion of either Party, upon six (6) months advance notification in writing by the Party seeking to terminate the Agreement. Such termination shall be without prejudice to the rights which may have accrued under this Agreement to either Party up to the date of such termination.

3. In the event that, during the period of this Agreement the nature of either Party's radioactive waste management program should change substantially whether this be by substantial expansion, reduction, transformation or amalgamation of major elements with the radioactive waste management program of a third party, either Party shall have the right to request revisions in the scope and/or terms of this Agreement. Revisions shall become the subject of an amendment to the Agreement according to the provisions of Article 14, paragraph 1, above.

4. All efforts and experiments not completed at the expiration or termination of this Agreement may be continued until their completion under the terms of this Agreement.

ARTICLE 15

This Agreement shall apply in so far as the European Atomic Energy Community is concerned, to the territories in which the Treaty establishing the European Atomic Energy Community[1] is applied and under the conditions laid down in that Treaty.

[1] Done Mar. 25, 1957. 298 UNTS 169.

Done in duplicate at Brussels this 6th day of October, 1982.

DEPARTMENT OF ENERGY OF THE
UNITED STATES OF AMERICA

George S. Vest [1]

EUROPEAN ATOMIC ENERGY COMMUNITY,
Represented by the Commission of
the European Communities

L. Haferkamp. [2]

[1] George S. Vest.
[2] L. Haferkamp.

ATTACHMENT 1

Radioactive waste management co-operation
between US-DOE and EURATOM

Scientific areas of co-operation

1. Characterisation of waste forms;

2. Disposal in geologic formations (including disposal in crystalline rocks, salt and argillaceous formations as well as disposal in the sea bed);

2.1. Characterisation of site including research in deep drillings;

2.2. Underground experimental rooms/shafts and associated research;

2.3. Additional barriers, backfilling and sealing materials;

2.4. Characterisation, before and after disposal, of the internal equilibria of rock formations; modelling;

2.5. Radionuclides migration and modelling;

2.6. Risk analysis;

2.7. Repository design;

2.8. Basic studies of general interest and development of new methods for assessment and characterisation of sites.

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